

**AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA
ON THE RECOVERY AND RETURN OF VEHICLES STOLEN, CONFISCATED
OR IMPOUNDED ILLEGALLY OR INAPPROPRIATELY**

Belize and the Republic of Guatemala, hereinafter referred to as "the Parties",

CONCERNED about the commission of the crimes of theft, illegal or inappropriate retention of vehicles;

DESIROUS of strengthening and facilitating the close cooperation for the detection, recovery and return of such vehicles;

CONSCIOUS of the difficulties that confronts the legitimate owners of said vehicles when trying to recover them in the territory of one of the Parties;

CONVINCED that norms can be applied that allow and accelerate the recovery and return of vehicles, in order to eliminate such difficulties;

RECOGNIZING the gravity and increase over the last years of the aforementioned acts, that affect the Parties;

Agree as follows:

ARTICLE 1

Definitions:

- a. "Vehicle" means any automobile, truck, bus, motorcycle, mobile home, trailer or any other motor vehicle.
- b. A vehicle is stolen or illegally taken when the possession or retention of the same has been done without the consent of the owner, legal representative, or any other legally authorized person.
- c. "Seize" is an act by which a competent authority, in the exercise of its functions, takes possession or custody of a vehicle in accordance with the law.
- d. "Days" means working days.
- e. "Requesting Party" refers the Party that requests the return of the vehicle.

f. "Requested Party" refers to the Party that receives a request for the return of a vehicle.

ARTICLE 2

The Parties undertake, in accordance with their respective national legislation and this Agreement, to the prompt return of vehicles found in their respective territory, which have been stolen or retained illegally.

ARTICLE 3

1. The Parties will designate through diplomatic channels the Central Authorities that will be responsible for the processing of requests for the return of stolen vehicles.
2. Any change in the designation of the Central Authorities will be communicated to the other party in writing through diplomatic channels
3. For the fulfilment of the objectives of this Agreement, the Central Authorities will conduct periodic meetings at a place and time as mutually agreed between them.

ARTICLE 4

For the effective implementation of this Agreement, the Parties shall:

1. Strengthen, or establish in each Party as soon as possible, a Search and Recovery Unit for stolen or illegally retained vehicles, which will have its own database and will work with its Central Authority.
2. The Central Authorities will establish the necessary procedures for their return.
3. Strengthen or establish a stolen vehicle registry with all relevant information, with the aim of harmonizing it with the other Party's registry.

ARTICLE 5

1. Whenever the police, customs or other authorized entity of the Parties seizes a vehicle of the type referred to in Article 1(b) of this Agreement, the same shall be consigned to the relevant authority, which without delay will impound and secure the vehicle in accordance with the domestic legislation of each country.

2. The entity that consigns the vehicle shall, within three (3) days after the confiscation, notify the Central Authority of that Party of its actions and include copies of the relevant documentation.
3. If a stolen or illegally retained vehicle is in the possession of a person who purchased it in good faith and/or is registered in the official vehicle registry of the other Party and/or seized, the Central Authority will notify the other Central Authority of the legal position.

ARTICLE 6

1. When a vehicle is seized in accordance with Article 5, the Central Authority of the Party shall, within 8 days, notify the Central Authority of the other Party, in writing, that the same is in the custody of the relevant authority.
2. The Central Authority of the Party where the vehicle is licensed and registered will share information on the licence and registration of the vehicle with the Central Authority of the Party that confiscated the same and within ten (10) days after the communication of the seizure, will notify the legitimate owner or legal representative of said act.
3. The Central Authority can request the competent authority to cancel all fraudulent records for such stolen or illegally retained vehicles. This will not prevent the immediate return of the said vehicle.

ARTICLE 7

1. The Requesting Party, in accordance with its national legislation, will present a request for the return of the vehicle to the Central Authority of the Requested Party.
2. The request for the return shall be submitted in accordance with the respective national legislations of the Parties, and shall be done in accordance with the agreed procedures as stipulated in Article 4.2 of this Agreement, which may include the following:
 - a) The Title of the ownership of the vehicle, or if unavailable, a certification by the Competent Authority specifying the person or entity to whom it is issued.
 - b) The certificate of registration of the vehicle, if the same is subject to registration, or if unavailable, a certification by the Competent Authority, specifying the person or entity to whom it is issued.

- c) The title, or proof of sale or any other document that demonstrates ownership of the vehicle, in case the same does not have a title of ownership and is not registered.
- d) The transfer document to a third party or assignment of rights of the owner of the vehicle at the time of its theft, illegal or inappropriate retention.
- e) Copies of the certification and report presented by the owner or legal representative, which states that the vehicle was stolen, appropriated or retained illegally or inappropriately, which shall be issued by the competent authority of the Requesting party.
- f) The document issued by the competent authority to the owner of the vehicle or his legal representative, which authorizes him to recover the vehicle.

The copies and documents sealed by the Central Authorities shall be recognized as valid. These documents shall be duly translated.

ARTICLE 8

Any expense shown to be incurred for the return of the vehicle shall be borne by the person that requested its return.

ARTICLE 9

1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.

2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.

3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).

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4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.

5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.

6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.

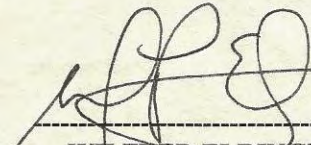
7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.

8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.

9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

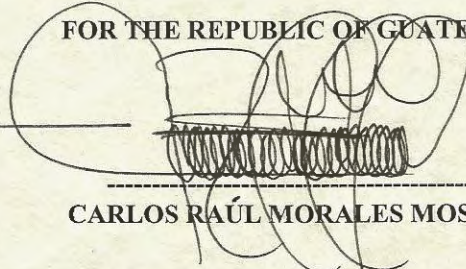
FOR BELIZE



WILFRED ELRINGTON

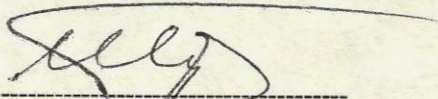
**ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS**

FOR THE REPUBLIC OF GUATEMALA



CARLOS RAÚL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS



JOSE MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

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